REMARKS

Applicant again thanks the Examiner for a thorough examination and for the removal of claim rejections under 35 U.S.C. 101 and 112. In the final Office Action mailed October 18, 2006 ("Office Action"), Claims 1-6, 10, 11, and 22 are rejected under 35 U.S.C. 102(b) as being anticipated by Garber (U.S. Patent No. 5,963,923). Claims 7-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Garber in view of Bykowsky et al. Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over Garber in view of Hauk et al. (U.S. Patent Application No. 20030126068). Claims 1-11 and 22 remain pending in the application, of which independent claims 1 and 22 recite similar limitations. Applicant respectfully traverses these rejections and requests reconsideration in view of these remarks. If the Examiner would find it helpful, Applicant is more than willing to schedule an interview over the telephone or in person if any issue or concern still remains.

On page 2 of the Office Action, independent claims 1 and 22 were rejected under 102(b) by the Examiner stating "Garber teaches a method for sending an order to an electronic market, comprising: sending an order on behalf of a trader from a first electronic market to a second electronic market...." Contrary to the Examiner's assertion, however, Garber does not teach "sending an order on behalf of a trader from a first electronic market to a second electronic market...." The first electronic market called for in claim 1 "comprises a first computerized matching process that is configured to automatically match bids and offers received from remote client devices to trade a first tradeable object...." The second electronic market called for in claim 1 "comprises a second computerized matching process that is configured to automatically match bids and offers received from remote client devices to trade a second tradeable object...." The futures options (PMM computers) disclosed by Garber and used by the Examiner to read on "electronic markets" are not electronic markets as called for by Applicant's independent claims. Additionally, as pointed out in more detail below, brokers or other kinds of traders are also not "electronic markets" as called for in the claims.

The Examiner further cites to Garber as disclosing a bidirectional communications link coupled between the PMM computers to "facilitate intermarket trading" to manage risk taken in a position resulting from a trade in either market. Applicant respectfully submits that this disclosure does not teach the limitations of claim 1, and particularly, does not teach "sending an order on behalf of a trader from a first electronic market to a second electronic market...." First, as previously stated, the PMM computers are not electronic markets as defined by claim 1. Second, an advantage of Garber: to "facilitate intermarket trading," is just that, to enable trading at more than one market – and in the Garber reference this advantage is used "to manage risk taken in position from a trade in either market." (See, e.g., the response to the Office Action mailed June 19, 2006 for additional discussion on Garber's system). So, while the PMM computers might "facilitate intermarket trading," a broker or trader must actually submit or enter the order into the market – it is not the electronic market itself that is taking the action on behalf of the trader as called for in claim 1. Indeed, Garber teaches a system that is not significantly different than the prior art described in Applicant's background section as Garber's system still places the burden of trading on the trader. As stated at page 8, lines 3-15 of Applicant's specification, the advantage of the presently claimed invention is that some of this burden has been transferred to the exchange "by opening up communication between the electronic markets so that the electronic market on behalf of the trader can automatically take actions."

The Examiner further cites to the definition of "intermarket trading" (ITS) on page 5 of the Office Action as reading on claim 1. However, Applicant respectfully submits that this definition, and specifically, "linking the trading floors" of seven registered exchanges as required by the definition does not meet the elements of the claim. For instance, claim 1 does not call for "trading floors," but rather electronic exchanges with computerized matching processes. Just the fact that a trading floor is required in the definition suggests that even when using ITS the burden remains on a broker or trader on the trading floor to place the order. Indeed, the definition states "[t]hrough ITS, any broker or market maker on the floor of any participating exchange can reach other participants for an execution whenever the nationwide quote shows a better price available," which again implies a trader is required to take the action of

sending an order. At page 6 of the Office Action, the Examiner also admitted that this definition calls for brokers to send orders ("Also, since brokers are involved in these electronic markets, it is considered that these brokers send orders on behalf of traders to be executed on any participating exchange...."). Applicant respectfully submits that a broker is not an "electronic market," as called for in claim 1. Additionally, ITS might facilitate intermarket trading by distributing a nationwide quote (to show a better price at competing markets) and allowing brokers to pass orders to other brokers, but the burden remains on the trader or broker using ITS, which is the very problem the presently claimed invention addresses.

Additionally, claim 1 states that the first electronic market pertains to a first tradeable object and the second electronic market pertains to a second tradeable object, "wherein the second tradeable object is different from the first tradeable object...." Thus, not only does claim 1 call for "sending an order on behalf of a trader from a first electronic market to a second electronic market," but it calls for sending an order to an electronic market that pertains to a different tradeable object than the tradeable object offered by the electronic market that is taking the action.

Applicant respectfully submits that the cited prior art does not teach all of the limitations of independent claims 1 and 22. The cited prior art places the burden on the trader (or similarly, places a burden on a broker in those instances such as floor trading where a broker is required by law or rule to place the order, by shouting, for example) to take action in a conventional manner, such as sending an order to the electronic exchange or modifying the order at the electronic exchange. According to the presently claimed invention, those individuals who are connected to an electronic exchange through their computers and submit orders to buy or sell are considered "traders." See, e.g., the Background and Detailed Description of the present application. All cited prior art follows conventional wisdom that the control of sending orders and/or managing orders must remain with the trader (or broker as in the case of Garber and ITS). No known prior art teaches to relinquish that control and place it at the exchange, thereby transferring some of the burden from the trader onto the exchange. As a result of no prior art teaching theses limitations, Applicant's respectfully request reconsideration of the rejections.

With respect to the rejection of dependent claims 7-8 under 103(a), Applicant further submits that it is the "first electronic market" that is sending an instruction to modify the order placed at the "second electronic market." Thus, not only did the first electronic market send an order to the second electronic market on behalf of the trader, but the first electronic market sends a message to the second electronic market to modify the order. Bykowsky does not teach this limitation as suggested by the Examiner (the Examiner admitted on page 6 of the Office Action that orders are sent either by the sellers/buyers or their agents – however, Applicant respectfully submits that sellers/buyers and agents are not an "electronic market," which is called for in claims 7-8 to send the order and/or modify the order). Just like the other cited prior art, Bykowsky places the burden of modifying on the trader and suffers from a similar problem that the presently claimed invention addresses. The presently claimed invention, however, transfers the burden of modifying the order to the first electronic market by proceeding contrary to accepted wisdom and relinquishing some control from the trader to make such a modification.

With respect to the rejection of dependent claim 9 under 103(a), Applicant further submits that claim 9 further limits the electronic markets to comprise a particular type of matching algorithm – FIFO. Neither Garber nor Hauk disclose "sending an order on behalf of a trader from a first electronic market to a second electronic market," let alone an electronic market that comprises a matching engine that matches bids and offers for a given market according to a first-in-first-out (FIFO) matching algorithm, as called for by dependent claim 9.

In view of the reasons provided above and in previous responses, Applicant respectfully submits that the invention as claimed in each pending claim is patentable over the cited prior art. Each dependent claim adds further limitations supporting individual allowability based on, at least, the detailed discussion for claim 1 provided above. Therefore, Applicant submits that each of these claims is in condition for allowance, and Applicant respectfully requests favorable reconsideration. If Examiner believes that further dialog would expedite consideration of the application, Examiner is

invited to contact Applicants' Patent Counsel Mark Triplett at (312) 476-1151 or the undersigned attorney/agent.

Respectfully submitted,

Date: 12.15.06

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